

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Spirit Airlines, Inc.)	
)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No. 07-341-SLR
)	
24/7 Real Media, Inc., <u>et al.</u> ,)	
)	
)	
Defendants.)	
)	

COMES NOW, Plaintiff Spirit Airlines, Inc. ("Spirit"), as and for its Answer to The Weather Channel Interactive, Inc.'s ("Weather Channel") CounterClaim, states and alleges as set forth below. Except as otherwise stated in its Answer, Spirit denies each and every claim and allegation set forth in Weather Channel's CounterClaim.

ANSWER

1. Spirit denies the allegations contained in Paragraph 1 of the CounterClaim. Spirit is not a party to any contract or agreement with Weather Channel, and never agreed to pay Weather Channel.

2. Spirit denies the allegations contained in Paragraph 2 of the CounterClaim. Spirit is not a party to any contract or agreement with Weather Channel, has no obligations to Weather Channel, and is without sufficient knowledge, information, or belief as to the whether Weather Channel fulfilled any obligation under any agreement it has with any party; and therefore, denies the same, and puts Weather Channel to its strictest proof thereof.

3. Spirit denies the allegations contained in Paragraph 3 of the CounterClaim. Spirit is not a party to any contract or agreement with Weather Channel. Spirit has no obligations to pay Weather Channel any fee.

4. Spirit denies the allegations contained in Paragraph 4 of the CounterClaim. Spirit is not a party to any contract or agreement with Weather Channel, has not breached any agreement with Weather Channel, and has no obligations to Weather Channel.

5. Spirit restates and incorporates by reference the responses set out in Paragraphs 1 through 4 above.

6. Spirit denies the allegations contained in Paragraph 6 of the CounterClaim. Spirit is not a party to any contract or agreement with Weather Channel, Weather Channel never contemplated payment would come from Spirit, and Spirit has no obligations to Weather Channel. Further answering, Spirit has not improperly failed to pay Weather Channel as Spirit has no obligation to pay Weather Channel. Weather Channel's remedy is against Eisner.

7. Spirit denies the allegations contained in Paragraph 7 of the CounterClaim. Spirit has not been unjustly enriched at the expense of Weather Channel, and Weather Channel is not entitled to recover anything from Spirit. Spirit has no obligations to Weather Channel.

AFFIRMATIVE DEFENSES

8. Affirmatively asserts Weather Channel's CounterClaim fails to state a claim for which relief may be granted.

9. Affirmatively asserts that Spirit is simply a disinterested stakeholder.

10. Affirmatively asserts that Weather Channel is one of a number of claimants claiming entitlement to the same money.

11. Affirmatively states that Weather Channel's CounterClaim is or may be barred by the doctrine of laches.

12. Affirmatively states that Weather Channel's CounterClaim is or may be barred by the doctrine of estoppel.

13. Affirmatively states that Weather Channel's CounterClaim is or may be barred by the doctrine of unclean hands.

14. Spirit reserves the right to assert additional defenses as may be apparent through discovery or at trial.

WHEREFORE, based on the foregoing and Spirit's Complaint, Spirit prays the Court as follows:

1. Compelling Weather Channel, along with the other Defendants in this case, to determine through interpleader their competing, or potentially competing, claims to the funds described in Spirit's Complaint.

2. Restraining Weather Channel from instituting or prosecuting any proceeding against Spirit with respect to the funds described in Spirit's Complaint.

3. Awarding Spirit its reasonable attorneys' fees and costs incurred with respect to this action.

4. Granting Spirit such other and further relief as the Court deems just and equitable.

Dated: June 28, 2007

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